

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, June 18, 1936.

The meeting was called to order at 10:30 A. M., with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen C. F. Alford, Simon Gillis, Mayor Tom Miller, and Councilman Oswald G. Wolf, 4; absent, Councilman C. M. Bartholomew, 1.

The minutes of the regular meeting of May 21 were read and upon motion of Councilman Gillis were adopted, as read, by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

W. R. Smith, Attorney for Clarence Bill Howard, made application for the reinstatement of his client as a taxicab driver. Upon the recommendation of Roy J. Smith, Captain of Police, Traffic Division, the Council declined to grant the request.

The Mayor laid before the Council for its second reading the following ordinance:

AN ORDINANCE PROHIBITING THE STOPPING, STANDING OR PARKING OF VEHICLES UPON THE STREETS AND HIGHWAYS IN THE CITY OF AUSTIN, DEFINING THE WORD "VEHICLE" AS USED IN THIS ORDINANCE AND MAKING THE PERSON OWNING, OPERATING OR HAVING IN CHARGE ANY VEHICLE AND THE PERSON IN WHOSE NAME SUCH VEHICLE IS REGISTERED RESPONSIBLE FOR THE VIOLATION OF ANY ORDINANCE OF THE CITY REGULATING THE STOPPING, STANDING OR PARKING OF VEHICLES, CUMULATIVE OF CERTAIN ORDINANCES HERETOFORE ORDAINED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PRESCRIBING PENALTIES AND PROVIDING THAT IF ANY PART OF THIS ORDINANCE IS DECLARED UNCONSTITUTIONAL BY A COURT OF COMPETENT JURISDICTION, THEN SUCH INVALID PORTION SHALL NOT IN ANY WAY AFFECT THE REMAINDER OF THIS ORDINANCE.

The foregoing ordinance was read the second time and Councilman Gillis moved that the rules be suspended and the ordinance be passed to its third reading. The motion carried by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

The ordinance was read the third time and Councilman Gillis moved that same be finally passed. The motion carried by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

The Council, by rising vote, adopted the following resolution:

" The late J. Bouldin Rector served the City of Austin faithfully and well as its City Attorney from April 22, 1909, until his death, which occurred on June 5, 1936, twenty-seven years of faithful and efficient service as City Attorney, during all of which time he was true to the best interests of the City of Austin.

'Judge J. Bouldin Rector was well equipped both by nature, training and assiduous study to fill to the fullest measure the position which he held so long. His was a trained, logical and analytical mind, and in the discharge of the many duties that devolved upon him as City Attorney, he brought to bear natural ability, profound learning and conscientious thought, coupled with the desire to serve the City of Austin and all its people. His personal integrity was never questioned and he discharged the duties of his office fearlessly and conscientiously.

'In the discharge of his duties as City Attorney, the humblest citizen of Austin could obtain from him advice and the most careful consideration of his rights.

'His natural ability as a lawyer and his long service as City Attorney made Judge J. Bouldin Rector one of if not the outstanding municipal lawyer in the State of Texas. His merit in this capacity was recognized in State convention meetings of the

City Attorneys of Texas, and was also given recognition by his election as President of the League of Texas Municipalities, in which capacity he served during the years 1930 and 1931 in such a manner as to be of great service to the municipalities of the State, and with honor to himself.

'As City Attorney he was of invaluable assistance to the members of previous and of this City Council; therefore

'BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

'THAT in the death of J. Bouldin Rector, the City of Austin has suffered an irreparable loss, and the City Council, the City Manager, and the Heads of the various Departments of the City with whom he from time to time counseled, have been deprived of invaluable advice and assistance in meeting the problems confronted in the administration of the City's affairs;

'That in his death we have individually suffered a personal loss.

'BE IT FURTHER RESOLVED:

'THAT in token of our appreciation of the services of Judge J. Bouldin Rector a copy of this resolution be entered in the minutes of the City Council, and that a copy of same signed by the members of the City Council be furnished to Mrs. J. Bouldin Rector, to whom we extend our heartfelt sympathy and sincere condolence."

Upon motion of Councilman Wolf, temporary taxicab permit No. 52, issued to E. J. Jordan, 602 San Antonio Street, was extended for a period of ninety days from the date of its expiration, June 25, 1936, by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Alford moved that a taxicab driver's permit be issued to Joe Andrew Robertson, 4105 Avenue B, in accordance with the recommendation of Roy J. Smith, Captain of Police, Traffic Division. The motion carried by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Gillis offered the following resolution:

WHEREAS, Texas Public Service Company has presented to the City Council tentative maps or plans showing the proposed construction of its gas mains in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the City Council; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT Texas Public Service Company be and the same is hereby permitted to lay and construct its gas mains in and upon the following streets:

(1) A gas main in PARK PLACE, beginning at a point 8 feet west of the west line of Red River Street and 5½ feet north of the south line of Park Place;

Thence in a westerly direction with the centerline of a gas main, which centerline shall be 5½ feet north of and parallel to the south line of said Park Place, for a distance of 314 feet.

Said gas main described above shall have a cover of not less than 2½ feet.

(2) A gas main in CLAIRE AVENUE, beginning at a point 9 inches south of the north line of said Claire Avenue and 165 feet east of the intersection of Gaston Avenue;

Thence in a westerly direction with the centerline of a gas main, which centerline shall be 9 inches south of and parallel to the north line of said Claire Avenue, for a distance of 155 feet.

Said gas main described above shall have a cover of not less than 2½ feet.

(3) A gas main in GASTON AVENUE, beginning at a point 9 feet north of the south line of Gaston Avenue and 165 feet east of the intersection of Claire Avenue;

Thence in an easterly direction with the centerline of a gas main, which centerline

shall be 9 feet north of and parallel to the south line of said Gaston Avenue, for a distance of 281 feet.

Said gas main described above shall have a cover of not less than 2½ feet.

(4) A gas main in HAMILTON AVENUE, beginning at a point 7 feet north of the south line of Hamilton Avenue and 99 feet west of the west line of Lincoln Avenue;

Thence in an easterly direction with the centerline of a gas main, which centerline shall be 7 feet north of and parallel to the south line of said Hamilton Avenue, for a distance of 250 feet.

Said gas main described above shall have a cover of not less than 2½ feet.

(5) A gas main in HAMPTON ROAD across Park Place intersection, the centerline of which gas main shall be 10 feet west of and parallel to the east line of said Hampton Road.

Said gas main described above shall have a cover of not less than 2½ feet.

The Texas Public Service Company is hereby put upon notice that the City of Austin does not guarantee that the space assigned above is clear from other underground utilities, but is based upon the best records we have at hand, and that the minimum depth stated does not have any reference to the fact that greater depths may not be required at special points. When the Texas Public Service Company requires definite information upon the ground as to elevations or working points from which to base the location of their assignments, they shall apply to the City Engineering Department not less than three (3) days before such information is required. The Texas Public Service Company is further put upon notice that they will be required to bear the expense of repairs or replacements of any underground utility damaged during the construction of lines named in this resolution.

AND THAT whenever pavement is cut in the vicinity of a fire plug, water must be used at intervals during the course of backfilling of the ditches.

THAT the work and laying of said gas mains, including the excavation in the streets and the restoration and maintenance of said streets after said mains have been laid, shall be under the supervision and direction of the City Manager, and under all the pertinent terms and conditions of the certain franchise granted to said Company by the City of Austin.

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Alford offered the following resolution:

WHEREAS, W. J. Schwarzzer is the Contractor for the construction of an addition to a school building located in the 900 block of Neches Street and desires a portion of the sidewalk and street space abutting the John T. Allan High School grounds of the City of Austin, Texas, during the construction of the addition, such space to be used in the work and for the storage of materials therefor; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT space for the uses hereinabove enumerated be granted to said W. J. Schwarzzer, the boundary of which is described as follows:

Sidewalk and Street Working Space

Beginning at the northeast corner of the John T. Allan High School grounds; thence in an easterly direction and at right angles to the centerline of Neches Street a distance of 34 feet; thence in a southerly direction and parallel with the centerline of Neches Street a distance of 356 feet; thence in a westerly direction and at right angles to the centerline of Neches Street a distance to the west line of Neches Street; thence in a northerly direction along the west line of Neches Street to the place of the beginning.

2. THAT the above privileges and allotment of space are granted to said W. J. Schwarzzer, hereinafter termed "Contractor," upon the following express terms and condi-

tions:

(1) That the Contractor shall construct a guard rail around the above described working space, such guard rail to be at least 4 feet high and substantially braced and anchored.

(2) That "NO PARKING" signs shall be placed along the east curb line of Neches Street in the 900 block and shall be placed on the guard rail around the above described working space.

(3) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such guard rail.

(4) That provision shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm waters.

(5) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness.

(6) That the Contractor is permitted to construct a temporary work office within such allotted working space provided such work office is not within 25 feet of any corner street intersection.

(7) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment, and other obstructions shall be removed not later than February 1, 1937.

(8) That the Contractor shall restore all public and private property injured during the use of such space to as good condition as the same existed before the use of such space began.

(9) That the City reserves the right to revoke at any time any and all the privileges herein granted or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(10) That the contractor shall furnish the City of Austin a surety bond in the sum of Five Thousand (\$5000.00) Dollars, which shall protect, indemnify and hold harmless the City of Austin from any claims for damages to any person or property that may accrue to or be brought by any person by reason of the exercise of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Alford offered the following resolution:

WHEREAS, Fred O. Hankey is the Contractor for the alteration of a building located at 1009-11 Congress Avenue and desires a portion of the sidewalk and alley space abutting Lot 3, Block 123, of the Original City of Austin, Texas, during the alteration of the building, such space to be used in the work and for the storage of materials therefor; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. That space for the uses hereinabove enumerated be granted to said Fred O. Hankey, the boundary of which is described as follows:

Sidewalk and Alley Working Space

Beginning at the northwest corner of the above described lot; thence in an easterly direction along the north line of said lot a distance of 50 feet; thence in a northerly

direction and at right angles to said lot line a distance of 8 feet; thence in a westerly direction and parallel with said lot line a distance of 50 feet; thence in a south-westerly direction and at right angles to the centerline of Congress Avenue a distance to a point 8 feet west of the east line of Congress Avenue; thence in a southerly direction and parallel with the centerline of Congress Avenue a distance of 42 feet; thence in an easterly direction and at right angles to the centerline of Congress Avenue a distance to the east line of Congress Avenue; thence in a northerly direction along the east line of Congress Avenue to the place of the beginning.

2. THAT the above privileges and allotment of space are granted to said Fred O. Hankey, hereinafter termed "Contractor," upon the following express terms and conditions:

(1) That the Contractor shall construct a guard rail around the above described working space, such guard rail to be 4 feet high and substantially braced and anchored.

(2) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such guard rail.

(3) That provision shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm waters.

(4) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness.

(5) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than July 15, 1936.

(6) That the Contractor shall restore all public and private property injured during the use of such space to as good condition as the same existed before the use of such space began.

(7) That the City reserves the right to revoke at any time any and all the privileges herein granted or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(8) That the Contractor shall furnish the City of Austin a surety bond in the sum of Two Thousand (\$2000.00) Dollars, which shall protect, indemnify and hold harmless the City of Austin from any claims for damages to any person or property that may accrue to or be brought by any person by reason of the exercise of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Gillis offered the following resolution:

WHEREAS, Scott Yeamans is the Contractor for the construction of five duplex apartment residences located at 107, 109, 111, and 113 West 15th Street, and 1409 Colorado Street, and desires a portion of the sidewalk space abutting Lots 7 and 8, Block 173, of the Original City of Austin, Texas, during the construction of the buildings, such space to be used in the work and for the storage of materials therefor; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT space for the uses hereinabove enumerated be granted to said Scott Yeamans, the boundary of which is described as follows:

Sidewalk Working Space

Beginning at the northwest corner of Lot 7, Block 173, of the Original City of

Austin, Texas; thence in a southerly direction along the east line of Colorado Street a distance of 92 feet; thence in a westerly direction and at right angles to the centerline of Colorado Street a distance to a point 4 feet east of the east curb line of Colorado Street; thence in a northerly direction and parallel with the centerline of Colorado Street a distance of 92 feet; thence in a northeasterly direction a distance to a point in the east line of Colorado Street 4 feet south of the south curb line of West 15th Street; thence in an easterly direction and parallel with the centerline of West 15th Street a distance of 160 feet; thence in a southerly direction and at right angles to the centerline of West 15th Street a distance to the south line of West 15th Street; thence in a westerly direction along the south line of West 15th Street to the place of the beginning.

2. THAT the above privileges and allotment of space are granted to said Scott Yeamans, hereinafter termed "Contractor," upon the following express terms and conditions:

(1) That the Contractor shall construct a guard rail around the above described working space, such guard rail to be 4 feet high and substantially braced and anchored.

(2) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such guard rail.

(3) That provision shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm waters.

(4) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness.

(5) That the Contractor is permitted to construct a temporary work office within such allotted working space provided such work office is not within 25 feet of any corner street intersection.

(6) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than December 31, 1936.

(7) That the Contractor shall restore all public and private property injured during the use of such space to as good condition as the same existed before the use of such space began.

(8) That the City reserves the right to revoke at any time any and all the privileges herein granted or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(9) That the Contractor shall furnish the City of Austin a surety bond in the sum of Five Thousand (\$5000.00) Dollars, which shall protect, indemnify and hold harmless the City of Austin from any claims for damages to any person or property that may accrue to or be brought by any person by reason of the exercise of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement, and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Gillis offered the following resolution:

WHEREAS, the G. P. O'Rourke Construction Company is the Contractor for the construction of a building located at 2400 Guadalupe Street and desires a portion of the sidewalk and street space abutting Lot 1, Outlot 49, Division "D" of the City of Austin, Texas, during the construction of the building, such space to be used in the work and for the storage of materials therefor; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT space for the uses hereinabove enumerated be granted to the said G. P. O'Rourke Construction Company, the boundary of which is described as follows:

Sidewalk and Street Working Space

Beginning at the southeast corner of the above described lot; thence in a westerly direction along the south line of said lot a distance of 173 feet; thence in a southeasterly direction and at a 45° angle to the centerline of West 24th Street a distance to a point 22 feet south of the north line of West 24th Street; thence in an easterly direction and parallel with the centerline of West 24th Street a distance to a point in the west line of Guadalupe Street; thence in a northeasterly direction and at a 45° angle to the centerline of West 24th Street a distance to a point 6 feet east of the west curb line of Guadalupe Street; thence in a northerly direction and parallel with the centerline of Guadalupe Street a distance to a point 53 feet north of the north line of West 24th Street; thence in a westerly direction and at right angles to the centerline of Guadalupe Street a distance to the west line of Guadalupe Street; thence in a southerly direction along the west line of Guadalupe Street to the place of the beginning.

2. THAT the above privileges and allotment of space are granted to the said G. P. O'Rourke Construction Company, hereinafter termed "Contractor," upon the following express terms and conditions:

(1) That the Contractor shall construct a 4-foot walkway within the outer boundaries of the above described working space in Guadalupe and West 24th Streets, such walkway to be protected on each side by guard rails at least 4 feet high and substantially braced and anchored, and such walkway to have appropriate entrances at the intersection of 24th and Guadalupe Streets.

(2) That "NO PARKING" signs shall be placed on the street side of the walkway in West 24th Street and on the south curb of West 24th Street from Guadalupe Street to the alley west of Guadalupe Street.

(3) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such guard rail.

(4) That provision shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm waters.

(5) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness.

(6) That the Contractor is permitted to construct a temporary work office within such allotted working space provided such work office is not within 25 feet of any corner street intersection.

(7) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than December 31, 1936.

(8) That the Contractor shall restore all public and private property injured during the use of such space to as good condition as the same existed before the use of such space began.

(9) That the City reserves the right to revoke at any time any and all the privileges herein granted or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(10) That the Contractor shall furnish the City of Austin a surety bond in the sum of Five Thousand (\$5000.00) Dollars, which shall protect, indemnify and hold harmless the City of Austin from any claims for damages to any person or property that may accrue to or be brought by any person by reason of the exercise of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks,

pavement, and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Alford offered the following resolution:

WHEREAS, Kuntz-Sternenberg Lumber Company is the Contractor for the construction of a warehouse located at 401 Sabine Street and desires a portion of the sidewalk space abutting Lot 1, Block 37, of the Original City of Austin, Texas, during the construction of the building, such space to be used in the work and for the storage of materials therefor; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT space for the uses hereinabove enumerated be granted to said Kuntz-Sternenberg Lumber Company, the boundary of which is described as follows:

Sidewalk Working Space

Beginning at the southwest corner of the above described lot; thence in an easterly direction along the south line of said lot a distance of 60 feet; thence in a southerly direction and at right angles to the centerline of East 4th Street a distance of 6 feet; thence in a westerly direction and parallel with the centerline of East 4th Street a distance of 76 feet; thence in a northerly direction and parallel with the centerline of Sabine Street a distance of 134 feet; thence in an easterly direction and at right angles to the centerline of Sabine Street a distance to the east line of Sabine Street; thence in a southerly direction along the east line of Sabine Street to the place of the beginning.

2. THAT the above privileges and allotment of space are granted to said Kuntz-Sternenberg Lumber Company, hereinafter termed "Contractor," upon the following express terms and conditions:

(1) That the Contractor shall construct a guard rail around the above described working space, such guard rail to be at least 4 feet high and substantially braced and anchored.

(2) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such guard rail.

(3) That provision shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm waters.

(4) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness.

(5) That the Contractor is permitted to construct a temporary work office within such allotted working space, provided such work office is not within 25 feet of any corner street intersection.

(6) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than October 15, 1936 .

(7) That the Contractor shall restore all public and private property injured during the use of such space to as good condition as the same existed before the use of such space began.

(8) That the City reserves the right to revoke at any time any and all the privileges herein granted or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(9) That the Contractor shall furnish the City of Austin a surety bond in the sum of Three Thousand (\$3000.00) Dollars, which shall protect, indemnify and hold harmless

the City of Austin from any claims for damages to any person or property that may accrue to or be brought by any person by reason of the exercise of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Alford nominated J. B. Webb and John B. Pearson as members of the Board of Equalization for the term beginning May 1, 1936, and ending May 1, 1938. The nomination was confirmed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Upon motion, duly seconded and carried, the meeting was recessed subject to the call of the Mayor.

Approved:

Tom Miller
Mayor

Attest:

Hattie McKeenan
City Clerk

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, June 25, 1936

The meeting was called to order at 10:30 A. M., with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen C. F. Alford, C. M. Bartholomew, Simon Gillis, and Mayor Tom Miller, 4; absent, Councilman Oswald G. Wolf, 1.

The minutes of the regular meetings of May 28 and June 4 were read and upon motion, duly seconded and carried, the same were adopted as read.

Councilman Alford moved that the following named persons be granted taxicab driver's permits, in accordance with the recommendation of Roy J. Smith, Captain of Police, Traffic Division: Carl Wesley Barbour, 1905 Trinity Street; LeRoy Stobaugh, 704 East 10th Street; Orble E. Wheeler, 1017 Spence Street. The motion carried by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, 4; nays, none; Councilman Wolf absent, 1.

Councilman Alford moved that the temporary taxicab license, No. 51, issued to Joe Martinez be extended for a period of ninety days from date of expiration. The motion carried by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller,